Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

· · · · · · · · · · · · · · · · · · ·	eign principal listed in an initial statement eign principal acquired subsequently.
1. Name and address of registrant	2. Registration No.
Shaughnessy, Volzer & Gagner, P.C.	TBD
3. Name of foreign principal	4. Principal address of foreign principal
Republic of Nauru	Yarren District, Republic of Nauru
5. Indicate whether your foreign principal is one of the follow	wing:
▼ Foreign government	
☐ Foreign political party	
☐ Foreign or domestic organization: If either, check	one of the following:
☐ Partnership	☐ Committee
☐ Corporation	☐ Voluntary group
☐ Association	□ Other (specify)
☐ Individual-State nationality	
6. If the foreign principal is a foreign government, state:	Ministry of Foreign Affairs/Ministry of Justice
a) Branch or agency represented by the registrant.	& Office of the President
b) Name and title of official with whom registrant d	<sup>leals.</sup> Ms. Angie Itsamaera, Perm Sec'y Foreign Affairs
7. If the foreign principal is a foreign political party, state:	
a) Principal address.	
b) Name and title of official with whom registrant d	leals.
c) Principal aim	OBD-67
Formerly (	OBD-67

. If the foreign principal is a	not a foreign government or a foreign political party,	
a) State the nature of	of the business or activity of this foreign principal	
b) Is this foreign pr	rincipal	
Supervised by a fore	ign government, foreign political party, or other foreign principal	Yes □ No □
Owned by a foreign	government, foreign political party, or other foreign principal	Yes □ No □
Directed by a foreign	n government, foreign political party, or other foreign principal	Yes□ No□
Controlled by a forei	gn government, foreign political party, or other foreign principal	Yes □ No □
Financed by a foreign	n government, foreign political party, or other foreign principal	Yes□ No□
Subsidized in part by	a foreign government, foreign political party, or other foreign principal	Yes□ No□
Explain fully all items answ	vered "Yes" in Item 8(b). (If additional space is needed, a full insert page	
-	and a space is needed, a full insert page	must be used.)
If the Court		
. If the foreign principal is a other foreign principal, stat	n organization and is not owned or controlled by a foreign government, for te who owns and controls it.	eign political party or
If the foreign principal is a other foreign principal, stat	n organization and is not owned or controlled by a foreign government, for te who owns and controls it.	eign political party or
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If the foreign principal is a other foreign principal, stat	n organization and is not owned or controlled by a foreign government, for te who owns and controls it.	-
If the foreign principal is a other foreign principal, stat	n organization and is not owned or controlled by a foreign government, for te who owns and controls it.	-
If the foreign principal is a other foreign principal, state	n organization and is not owned or controlled by a foreign government, for the who owns and controls it.  Name and Title  Signature	eign political party or

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.	5556
Shaughnessy, Volzer & Gagner, P.C.	780	
3. Name of Foreign Principal	•	
Republic of Nauru		

## Check Appropriate Boxes:

4XX The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. 

  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
- 7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provision of legal and legal consulting services related to Nauru banking reform and other programs of the Nauru government, and related to development and technical assistance from the United States to Nauru.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provision of legal services related to banking reform, telecommunications regulation, international compacts, and working with relevant U.S. regulatory agencies.

Development of mutual assistance programs between U.S. and Nauru related to environmental, financial, economic matters.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(0) of the Act and in the footnote below? Yes**xx** No□

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Meeting and corresponding with U.S. government agencies to explore options for environmental reclamation in Nauru and for technical and financial assistance and cooperation.

Meeting and corresponding with U.S. government agencies including U.S. Treasury normalize U.S. and Nauru banking relationships. This will involve meetings with .U.S. Dept. Treasury and Congressional committees and staff, and Dept. of State.

Working on air transportation and marine transportation matters, including commercial aviation rights. This will involve contact with FAA and other involved agencies.

Working with US government on medical assistance programs for Nauru and other Pacific Island countries.

Date of Exhibit B 9 April 2003

Name and Title

Philip A. Gagner

the United States or any section of the public within the United States with reference policies, or relations of a government of a foreign country or a foreign political party



Office of the President

14 April 2003

Mr. Philip Gagner Partner Shaughnessy, Volzer & Gagner, PC 1101 15<sup>th</sup> St, NW Suite 202 Washington DC, 20005

Dear Mr. Gagner,

## Letter of Engagement

The Ministry of Foreign Affairs and the Office of the President of the Republic of Nauru hereby retains Mr. Philip Gagner of the law firm of Shaughnessy, Volter & Gagner, PC as attorney to provide review and assist Nauru with those matters as set forth below.

Work will be performed either on a contract basis or on an hourly basis. At the election of the Republic of Nauru, it may issue an order for a particular project or set of projects and propose a fixed price for these. If such order is acceptable to Philip Gagner, then he will so notify Nauru and the representation as to that matter will be undertaken on that basis. For other matters, the parties agree to an hourly fee of \$225.00 per hour.

- Mr. Philip Gagner will work to assist Nauru with legislation and regulation in Nauru relating to OECD and the US government. This work will be engaged at an initial retainer of \$2,000.00 plus actual expenses incurred, to cover the first five-month time period from April to September, 2003.
- 2. Mr. Philip Gagner will work on related projects to obtain technical, financial and other aid from the United States and other countries. This work will be covered by the retainer in item I above when Mr. Gagner is in Washington, DC, plus an additional \$500/day for any days or portions of days when Mr. Gagner must travel outside of the Washington DC metropolitan area in regard to this representation.
- 3. Mr. Philip Gagner will undertake a review of Nauru's situation with regard to foreign assistance programs, especially related to environmental assistance, water desalinisation, and medical assistance programs, and work with the Nauru government to present Nauru's position on these matters to the United States. This work will be billed at the rate of \$150/hour.
- 4. Mr. Philip Gagner will undertake a review of Nauru's situation with regard to humanitarian and refugee aid and on how Nauru can work with the United States and other countries in this regard. This work will be pro bono and will not be compensated by Nauru.

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5. Other matters and contracted.

Mr. Gagner will keep Nauru fully informed s to the status of each such pending matter.

Yours sincerely,

Derog Glours

PRESIDENT AND MINISTER FOR FOREIGN AFFAIRS

CRMISS IREGISTRATION UNIT